

SAMPLE

CHILLER PRE-PURCHASE
PROJECT NAME
LOCATION
ENG. FILE NO.

1 DIVISION 1 - GENERAL REQUIREMENTS

4 SECTION 01XXXX - SPECIAL CONDITIONS

6 SCOPE

8 The specifications describe the work to be done and the material to
9 be provided for furnishing TWO (2) pre-purchased water chillers for
10 *Project Name, Project Location.*

12 This procurement action is initiated to effect timely delivery of
13 the equipment and to select the chillers to be purchased on the
14 lowest modified life cycle cost subject to available funds.

16 The equipment to be purchased is as follows:

18 Section 236416 - Two (2) electric (hermetic- or open-motor)
19 centrifugal water chillers.

21 The Division of Engineering of the Department for Facilities
22 Management for the Finance and Administration Cabinet will place the
23 orders for the purchase and shipment of the equipment.

25 Installation, except as mentioned herein, is not a part of this
26 Contract. The installing contractor for the project will be
27 responsible for receiving the pre-purchased equipment and material
28 upon arrival at the designated delivery point, making an inspection
29 for damage in transit, unloading at the job site and providing
30 temporary storage, insurance coverage and protection following
31 delivery.

33 The delivery point of the pre-purchased equipment and materials
34 shall be F.O.B. truck bed at the facility site. The Vendor of this
35 Contract shall provide at least (3) weeks advance notice of the
36 shipping date, weight, rigging requirements, etc., to the Engineer
37 and the appropriate installing contractor.

39 The projected delivery and project schedule is as follows:

41 Award of Contract for pre-purchased	
42 materials and equipment	July 1, 2004
44 Delivery of chillers (latest acceptable)	October 15, 2004
46 Complete chiller installation & startup	May 1, 2005

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1 On account of the various manufacturers, it is impossible to specify
2 all details of construction; however, all materials and labor shall
3 be furnished which are necessary to construct the listed equipment
4 in accordance with the best-accepted practice. Each Vendor shall,
5 before submitting a bid, review the plans and specifications for the
6 chiller addition and visit the site to verify that the proposed
7 chiller can be installed and service maintained in the available
8 space and can be accessed into the building through the planned
9 exterior and interior doors. If the chiller requires disassembly
10 and reassembly for installation, the Vendor shall be responsible for
11 the work and all associated costs.

12
13 These Special Conditions shall apply to all Divisions of the
14 Specifications.

15
16
17 CONFLICTS

18
19 If there is any conflict in the "Instructions to Bidders" and the
20 "General Conditions" with these "Special Conditions," the "Special
21 Conditions" shall govern.

22
23
24 DEFINITIONS

25
26 The term "Owner" as used throughout the Specifications and Contract
27 Documents means the Commonwealth of Kentucky, acting through the
28 Finance and Administration Cabinet and its Administrative Agent, the
29 Department for Facilities Management.

30
31 The term of "Engineer" as used throughout the Specifications and
32 Contract Documents means: *Firm Name, Address, Phone Number, and*
33 *Contact.*

34
35 The term "Vendor" or "Chiller Vendor" means the successful bidder
36 for this procurement.

37
38 The term "installing contractor" means an outside entity that
39 will be hired by the Owner under a separate contract to receive
40 and install the pre-purchased chiller equipment.

41
42 For this project, the General Contractor is: *Firm Name, Address,*
43 *Phone Number, and Contact.*

44
45 For this project, the Mechanical Sub-Contractor is: *Firm Name,*
46 *Address, Phone Number, and Contact.*

47
48

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1 The term "provided" as used throughout these Specifications shall
2 mean furnish and deliver to the Owner's property.

3
4 The terms "chiller", "chillers" and "chiller(s)" means each and
5 every chiller purchased under this procurement, without regard to
6 plurality of the term.

7
8
9 LIQUIDATED DAMAGES

10
11 The chiller manufacturer is responsible for delivering the chiller
12 by the projected latest-acceptable delivery date. If the chiller
13 manufacturer fails to meet this date, then the owner will assess
14 liquidated damages at five hundred dollars (\$500.00) per day for
15 each consecutive day for late chiller delivery. Late delivery of
16 the chiller shall constitute grounds for liquidated damages.

17
18
19 PAYMENT TO VENDOR

20
21 After delivery and acceptance of the chiller, the Vendor may apply
22 for payment in an amount equal to eighty (90%) percent of the total
23 purchase contract price. The remaining twenty (10%) percent shall
24 be retained until all the equipment has been installed, started,
25 tested and accepted.

26
27
28 KENTUCKY SALES AND FEDERAL EXCISE TAX

29
30 The Commonwealth of Kentucky is exempt from the provisions of the
31 Kentucky 6% sales tax. Bidders shall take this into consideration
32 in the computation of their bids.

33
34 The Commonwealth of Kentucky is entitled to exemption from federal
35 excise tax. Bidders shall take this into consideration in the
36 computation of their bids.

37
38 The Commonwealth will furnish exemption certificates to cover excise
39 tax exemption where applicable and when requested by the Vendor.

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ORDINANCES AND CODES

All work as specified shall be executed in strict compliance with all state regulations and codes and shall be in compliance with all National Codes when same have jurisdiction.

All bidders must be qualified and experienced, and must meet the requirements all state statutes, codes, ordinances, or rules governing the performance of this type of work. Bidder must be able to submit proof thereof on request.

PERMITS

All permits, inspections and certificates necessary shall be obtained by the Vendor from the authorities governing such work. The Vendor shall pay the cost of all permits, inspections and certificates.

ADDENDA

Bidders shall take prompt action and allow sufficient time for making interpretations.

Prompt action and allowing sufficient time shall be interpreted as meaning that bidders shall make any requests for explanations or interpretations by such method of communication as will place the request in the hands of the Engineer no less than ten (10) calendar days prior to the date set for the opening of bids. No addendum will be issued later than seven (7) days prior to the date set to the opening of bids, such period being adjudged necessary for distribution of an addendum to all bidders. The failure of bidders to request explanations and interpretations as set forth above, and the submission of a bidder so doing shall be construed as evidence that no explanations or interpretations were required. Claims made subsequent to submission of a bid for labor, materials, tools, discrepancies, or omissions, which were not questioned as set forth above or for difficulties encountered thereby will not be eligible for consideration. The Engineer's decisions in such cases shall be final. Questions concerning the technical specifications shall be directed by mail to the Engineer.

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1 SPECIFICATIONS

2
3 It shall be the responsibility of the Vendor to carefully examine
4 the Specifications and Contract Documents pertaining to all phases
5 of the Contract in order that the Vendor may foresee all
6 requirements for the coordination of his work. The Special
7 Conditions and all other Contract Documents apply to all branches of
8 the work. The submission of a bid shall be construed as evidence
9 that such examination has been made. Claims made subsequent to
10 submission of a bid for labor, materials, tools, equipment,
11 transportation, etc., required on account of not having made an
12 examination as set forth above will not be eligible for
13 consideration. The Engineer's decisions in such case shall be
14 final.

15
16
17 CATALOG/DRAWINGS, PERFORMANCE CRITERIA AND PHYSICAL DATA

18
19 The apparent low bidder shall provide to the Engineer two (2) sets
20 of complete catalog information, drawings, equipment performance,
21 physical and electrical data, computer selection output and other
22 relevant information, describing the proposed chiller, within one
23 (1) week after bid opening.
24
25

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1	<u>LIST OF PERFORMANCE CRITERIA AND PHYSICAL DATA - 1200 ton</u>		
2			
3	1.	Compressor	
4		a. Type	_____
5		b. RPM	_____
6		c. Motor Horsepower being supplied	_____ max.
7		d. Maximum KW	_____ max.
8		e. KW at Specified Conditions at full	
9		load	_____ max.
10		f. Full Load Amps	_____ max.
11		g. Locked Rotor Amps	_____ max.
12		h. Starter Size	_____
13		i. Power Factor	
14		1. 100% load	_____
15		2. 75% load	_____
16		3. 50% load	_____
17		4. 25% load	_____
18		j. Part Load KW (based on ARI Standard)	
19		1. 100% load	_____
20		2. 75% load	_____
21		3. 50% load	_____
22		4. 25% load	_____
23			
24	2.	<u>Evaporator</u>	
25		a. Tons	_____ min.
26		b. Leaving water temperature	<u>42</u> _____ max.
27		c. Entering water temperature	<u>58</u> _____
28		d. Gallons per minute	_____ min.
29		e. Water pressure drop	_____ max.
30		f. Number of passes	_____
31		g. Fouling factor	<u>.00010</u> _____
32		h. Water velocity	_____ max.
33		i. Water velocity minimum	_____ min.
34		j. Suction temperature	_____
35		k. Minimum tube wall thickness	_____ min.
36			
37	3.	<u>Condenser</u>	
38		a. Total heat rejection	_____ min.
39		b. Entering water temperature	<u>85</u> _____ max.
40		c. Leaving water temperature	<u>95</u> _____
41		d. Gallons per minute	_____ min.
42		e. Water pressure drop	_____ max.
43		f. Number of passes	_____
44		g. Fouling factor	<u>.00025</u> _____ h.
45		Water velocity	_____ min.
46		i. Refrigerant condensing temp.	_____ max.
47		j. Minimum tube wall thickness	_____ min.
48			
49	4.	<u>Certified Data to be Provided</u>	

SPECIAL CONDITIONS

01XXXX - 6
ATTACHMENT A

SAMPLE

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- 1 a. Certified motor curves _____
- 2 b. Certified gear losses if gear drive _____
- 3 machine _____
- 4

SPECIAL CONDITIONS

01XXXX - 7
ATTACHMENT A

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1 NEW MATERIALS

2
3 All materials furnished under the contract shall be new and of first
4 quality.

5
6 Material shall bear Underwriters' label or other acceptable
7 independent laboratory, where such standard has been established and
8 listed by Underwriters' Laboratories, Inc.

9
10 Materials, equipment and appliances shall conform to latest
11 standards of:

12
13 Kentucky Building Code & International Mechanical Code
14 Air Conditioning and Refrigerating Engineers Institute
15 American National Standards Institute
16 American Society of Mechanical Engineers
17 American Society of Testing Materials
18 National Electrical Manufacturer's Association
19 National Electrical Code
20 American Society of Heating, Refrigerating and Air
21 Conditioning Engineers (ASHRAE)
22
23

24 SUBMITTALS

25
26 Submittals, brochures of equipment, material, literature, etc.,
27 shall be submitted promptly after contract award. Submit as
28 directed to the Engineer for review in the required number of
29 copies.

30
31 Submittals shall include the manufacturer's recommendations as to
32 size, arrangement, and construction of auxiliary equipment.

33
34 The review of these submittals will not release the Vendor of the
35 responsibility for details, dimensions and compliance with the
36 Specifications.

37
38 The Vendor's attention is directed to the fact that he is requested
39 to review all submittals, brochures, literature, etc., from sub-
40 contractors or suppliers prior to submission to the Engineer for
41 review.

42
43
44 INSURANCE (This section shall apply only to those Vendors who are
45 required to perform work with their own forces at the job site.)

46
47 The Vendor shall provide and include in his Bid Price the cost of
48 the following insurance:

49 (1) Workmen's Compensation - Kentucky Statutes

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- 1 (2) Public Liability - \$1,000,000 combined single limit
2 (3) Property Damage - \$1,000,000 combined single limit
3 (To include all vehicles and equipment owned or non-owned
4 for use on the project.)
5
6

7 Generally
8

9 The Vendor shall not commence work under this contract until he has
10 obtained all insurance required under the conditions of the
11 contract, nor shall the vendor allow any subcontractor until all
12 similar insurance required of the subcontractor has been obtained.
13 The Vendor shall furnish the owner with satisfactory evidence that
14 he has secured and is maintaining the required insurance coverage.
15

16 There shall be endorsement in each of the above policies reading as
17 follows:
18

19 "It is hereby agreed that in event of a claim
20 arising under this Policy, the company will not
21 deny liability by reason of the insured being a
22 state, county, municipal corporation or government
23 agency."
24

25 All insurance certificates shall be submitted in duplicate to the
26 Owner and carry the provision that a 30 - day written notice shall
27 be given prior to cancellation by the company.
28
29
30

31 END OF SECTION 01XXXX